



**SCOPE OF WORK STATEMENT
TO PROVIDE CITY SERVICES TO
THE CITY OF SCOTTSDALE**

1. CONTRACTOR INFORMATION

RING, LLC.
1523 26th St
Santa Monica, CA 90404
Raymond Pollum
Vice President of Neighborhood Sales
ray@ring.com
(949) 690-6979

2. DESCRIPTION OF SERVICE

Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android). The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood. As part of the program, the City may:

- Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
- Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

3. PERIOD OF PERFORMANCE

The term of this contract is valid for 12 months/one year starting from the date of signature below and will automatically renew for additional 12 month periods unless terminated by either party.

4. FEES / PAYMENT SCHEDULE

The Neighbors App is available to City residents free of charge. The Neighbors Portal available to City is free of charge, including ongoing support and training for designated City employees. At no point shall either party receive compensation from each other as a result of this program.

5. STAFF CONTACT

Michael Keran
Director
8401 E Indian School Rd
Scottsdale, AZ 85251
mkeran@scottsdaleaz.gov
480.312.5909

6. TERMS & CONDITIONS

Additional terms and conditions set forth in Exhibit A

7. CITY INSURANCE OVERRIDES & ADDITIONS

Ring and its successors, assigns and guarantors hereby agree to indemnify, defend, and hold the City of Scottsdale, its agents, representatives, officers, directors, officials and employees harmless from any and all third-party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witness fees) arising out of or in connection with a breach by Ring of any of its representations, warranties or covenants set forth in this agreement or any act or omission, negligence, recklessness, or intentional wrongful conduct by Ring in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Ring's and Subcontractor's employees, but in no event shall the total indemnification paid by Ring under this clause exceed \$200,000.

8. *CONFLICT OF INTEREST*

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

9. *IMMIGRATION LAW COMPLIANCE*

Under the provisions of A.R.S. §41-4401, the Ring warrants to the City that Ring and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Ring and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Ring or any of its subcontractors will be considered a material breach of this Contract and permit City to terminate this Agreement. Ring will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Ring's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

10. *ISRAEL BOYCOTT PROHIBITION*

By submitting a quote/proposal/bid and/or entering into a contract with the City, Ring certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11. *ARIZONA LAW*

This Contract is governed and interpreted according to the laws of the State of Arizona.

12. DONATIONS

No donations allowed. To avoid the appearance of impropriety, Ring shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

13. ATTACHMENTS

EXHIBIT A included.

EXHIBIT A



Neighbors by Ring

This agreement is entered into by and between Ring LLC ("Ring") and Scottsdale Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make City of Scottsdale ("City") neighborhoods safer.

- Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- As part of the program, Agency may:
 - Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
 - Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

Ring

- Make the Neighbors App available to City residents free of charge.
- Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

Agency

- Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

Press Release

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

Term

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days' written notice to Agency.

Privacy and Terms of Use

Ring will not provide any customer personal information, including video footage, to Agency without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal except that no terms that conflict with or are inconsistent with the City's Scope of Work statement and this exhibit, including but not limited to indemnification, limitation of liability and jurisdiction and choice of law provisions shall apply to the City's use.

Compensation

At no point shall either party receive compensation from each other as a result of this program.

Confidentiality


Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

RING LLC

6/10/2019

Date: _____

By: _____

DocuSigned by:

79260777DDD643F...
Mei Tang

Name: _____

Title: _____
VP

Scottsdale Police Department

Date: 6/10/2019

By: 

Name: Michael Keran

Title: Director